

TASK ORDER 07-07-5-21-0XX-0
XXXX COUNTY UNIFIED GOVERNMENT MASTER CONTRACT
THAT COVERS THE PERIOD OF JULY 1, 2005 - JUNE 30, 2012
XXXX County WIC Program

THIS TASK ORDER is entered into between the Montana Department of Public Health and Human Services (hereinafter referred to as the "Department"), whose address and phone number are 1400 Broadway, P.O. Box 202951, Helena, Montana 59620-2951 and (406) 444-5533 and County (hereinafter referred to as the "Contractor"), whose nine (9) digit federal ID number, address and phone number are 00-0000000, Street, City, MT 59XXX, (406) XXX-XXXX, for the purpose of committing the Contractor to provide health related services required by this task order. In consideration of the mutual covenants and stipulations described below, the Department and Contractor agree as follows:

SECTION 1: PURPOSE

The purpose of this Task Order is to provide the services of the US Department of Agriculture's Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) to the residents of XXXX and XXXX County(s), and possibly residents of surrounding areas.

SECTION 2: SERVICES TO BE PROVIDED

A. The Contractor shall provide the following services:

- (1) Conduct the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) by assuming all administrative, financial and professional health service responsibilities for the WIC Program within the County(s) noted in Section 1. The Contractor shall administer the WIC Program in accordance with the current regulations contained in 7 CFR Parts 246 and 3016, the WIC State Plan, and US Food and Nutrition Service (FNS) guidelines and instructions. Copies of the Montana WIC State Plan are available from the DPHHS office and the federal regulations governing the WIC Program may be found at the FNS/USDA GOV website at:
<http://www.fns.usda.gov/wic/lawsandregulations/WICRegulations-7CFR246.pdf>.
- (2) Provide performance, activity and fiscal reports required by the Department, including, but not limited to, the following:
 - (a) Time distribution records for employees including:
 - i. records substantiating time spent performing WIC services. These records need not be submitted to the Department, but must be kept available at the main office of the Contractor for audit purposes, to be checked during regular monitoring visits conducted by staff of the Department or independent auditors.
 - ii. Time Study Reports for WIC staff/contractors providing direct services to WIC participants under this contract. The method, manner and report forms will be prescribed, by the Department, for the period of time stated in the WIC State Plan.

The Contactor shall submit these reports to the Department by the 5th of the following month for which the report is submitted. Failure to do so will result in the imposition of a 1% penalty.

- (b) An itemized expenditure report for each month, utilizing the WIC Expenditure Report form (see attached copy in attachment A). The Contractor shall submit these reports to the Department by the 28th of the month following the month for which the report is submitted, unless the Department agrees there is good cause for the delay and provides written approval (e.g. a difference between the monthly close-out dates of the Department and the Contractor). The Department has no obligation to reimburse the Contractor for expenditure reports submitted beyond the above submittal deadline. Any adjustment to an expenditure report will be eligible for reimbursement only if it is received by the Department within 90 days (60 days for final report) after the end of the month for which the adjusted expenditure report is claimed.
- (3) Develop and keep participant records, or other records (included in the WIC State Plan) required by the Department, in accordance with current regulations contained in 7 CFR Part 246, the WIC State Plan, and the FNS guidelines and instructions, or as the Department determines necessary or useful for assuring quality performance of this Task Order.
- (4) Employ or contract with:
 - (a) an individual qualified as a Competent Professional Authority (CPA) as defined in Policy #4-2 in the 2009 WIC State Plan, to certify nutritional risk conditions, provide nutrition and breastfeeding education, refer high-risk participants, prescribe supplemental WIC foods and plan nutrition services to be delivered by the Program.
 - (b) a Registered Dietitian, licensed by the Board of Medical Examiners as a nutritionist, to provide nutrition counseling to WIC participants identified as high-risk per the State Plan.

By November 15, 2006, submit to the Department a copy of any subcontract entered into for services of a Registered Dietitian and/or Competent Professional Authority.
- (5) Assure that each staff person employed in the WIC Program who is reimbursed with WIC or in-kind funds or works as a volunteer and has contact with WIC applicants/participants:
 - (a) successfully completes the automated WIC system training and the competency based test provided by the Department;
 - (b) successfully completes CBT training as provided by the Department;

- (c) studies and promotes Ellyn Satter's "Feeding Relationship" and breastfeeding education and support in Chapter 7 of the 2009 WIC State Plan
- (d) has reviewed the Department's document entitled "Policy and Process for Information Security and Database Access"; and
- (e) attains continuing education credits approved and authorized by the Department, in a manner prescribed by the Department and in accordance with the WIC State Plan.

If any of the above staff members terminates employment, the Contractor must notify the Department of that fact at the time of termination.

- (6) Make available to all WIC participants ongoing, routine pediatric and obstetric care (such as infant and child care and prenatal and postpartum examinations) or referral for treatment, as well as those health services outlined in the WIC State Plan, and inform applicants of the health services which are available. If health services are provided only through referral, the Contractor shall develop a plan for continued efforts to make the required health services available at the WIC certification site or through written agreements with health care providers.
- (7) By November 15, 2008, submit to the Department a copy of any subcontract entered into for WIC services provided to another service area, county or reservation that conforms to the model satellite agreement form in the WIC State Plan and defines the respective responsibilities for the WIC Program of the satellite and the Contractor.
- (8) If the Department has supplied the Contractor with computer equipment for use in the WIC Program:
 - (a) Acknowledge that the equipment is the property of the Department's WIC Program.
 - (b) Ensure that:
 - (i) the equipment is used solely for WIC purposes or that written approval is in place for shared services;
 - (ii) only the software provided by the Department, or authorized and/or approved by it, is installed on the network or hard disk by the Department;
 - (iii) the software supplied with the computer(s) is used solely on that computer or computers in a Department authorized network;
 - (iv) adequate space is provided for equipment and is kept physically and electronically secure;
 - (v) the equipment is kept in a room with a locking door and is not allowed to be accessed by any non-WIC personnel and;

- (vi) whenever confidential client information is located in electronic files on the computer(s), access to it is restricted by the WIC System Administrator in accordance with the WIC State Plan and WIC Automated System User Procedure Manual provided by the Department.
- (c) After completing required system training, utilize Department assigned login ID numbers only.
- (d) Acknowledge that any unauthorized software, will not be maintained by the Department, and that any damage to the equipment or loss of data caused by the software must be repaired or replaced solely by the Contractor within 4 hours after the damage or loss.
- (e) Abstain from:
 - (i) using software for applications other than the WIC System or those provided by the Department, obtained from any source, unless the Department has given its approval in writing in advance;
 - (ii) changing the organization or configuration (drive C) of the hard disk in each of the personal computers or the server in a standalone or network configuration; or
 - (iii) transferring any rights in the computer equipment to any third party and from allowing any third party to acquire any rights in the computer equipment.
- (f) Notify the Department's WIC Program immediately:
 - (i) before any action is taken, if an equipment breakdown or failure occurs.
 - (ii) for assistance, if the WIC System software application fails to function.
- (g) Designate an individual as the Contractor's WIC System Administrator to control computer system security and for any question involving the WIC computer system, and immediately notify the Department of that person's name and any subsequent change of the designated person.
- (h) If the Contractor relocates the WIC staff or moves to another location, acknowledge that the Department alone is responsible for moving the computer equipment, give the Department prior notice of the date of relocation and accept and assist in implementing the following requirements for such a move:
 - (i) If the Department has provided the WIC office with a network configuration, consideration must be given to wiring the new location and performing other duties

related with setting up a network. In order to prepare a new site, the Department should be given three months prior notice to ready the new site, in which case the Department will pay the cost to move the equipment; if, however, less than 3 months notice is given, the Contractor shall pay the cost of the move as billed by the Department unless another arrangement is made with the Department. The Department must coordinate with the Department of Administration to provide either state staff or contractual staff to wire the new location (the physical layer of the network). In no case may the Contractor contract with anyone for this work without written authorization from the Department, and the Department bears the responsibility for the integrity of the network; and

- (ii) The Contractor must ensure all requirements specified in this section are maintained.
- (i) Promptly notify appropriate law enforcement officials and the Department of any loss, theft, damage or destruction of equipment, and investigate and document the full circumstances concerning the loss, theft, damage or destruction. Any loss of equipment is the responsibility of the Contractor, and its replacement must be purchased through the Department to ensure conformity to standards established by the Department and the State of Montana. The Contractor shall pay for any lost, damaged or stolen equipment, and replacement equipment shall become the property of the Department.
 - (j) Pay for equipment replaced by the Department which has been damaged through the negligence of the Contractor or its agents.
 - (k) Acknowledge and communicate to WIC staff the terms of Section 45-6-311, MCA, entitled "Unlawful Use of a Computer", and the penalties for such unlawful use.
 - (l) Perform routine maintenance and cleaning of computer equipment.
 - (m) Implement and maintain a Security and Disaster Recovery Plan in accordance with the model provided by the Department.
- (9) Prohibit smoking within the space used to perform WIC Program functions during all times that such functions are actually occurring and, as required by Public Law 103-111, publicly post an announcement that smoking is prohibited in the service site.
 - (10) Maintain an adequate, safe and sanitary service site for the employees and WIC participants in each clinic provided for under this Task Order.
 - (11) Implement a food delivery system prescribed by the Department pursuant to 7CFR Section 246.12 of the WIC Federal Regulations and approved by FNS.

- B. The Department shall provide the following services:
 - (1) Be responsible for software support, of state provided software, and maintenance to include memory management and hardware configuration.
 - (2) Be responsible for normal repair of computer equipment provided to the Contractor or replacement of broken computer equipment when the breakdown was due to normal usage.

SECTION 3: EFFECTIVE DATE AND PERIOD OF PERFORMANCE

- A. The term of this Task Order for the purpose of delivery of services is from October 1, 2008 through September 30, 2009.
- B. This Task Order is a one-time Task Order and there are no assurances that this Task Order may be extended for any period beyond that specified above or beyond termination otherwise provided in this Task Order.

SECTION 4: COMPENSATION

- A. In consideration of the services to be provided through this Task Order, the Department shall reimburse the Contractor for actual expenses which are allowable in accordance with the Master Contract and Section 6 and reasonably incurred in the performance of this Task Order.
- B. The Total Budget amount payable as consideration for services performed under this Task Order, and determined by the Department as actual, necessary and reasonable expenses incurred in accordance with the current regulations contained in 7 CFR Part 246, in \$00.

Contingency funds are typically requested from the Regional office by the Department in November

With the assumption of receiving the contingency funds, the calculation of the current funding formula includes these additional funds and therefore is part of your Total Budget amount.

If the contingency funds requested are not received, a Task Order modification will be processed.

- C. The Department will reimburse the Contractor for allowable expenses incurred and reported/claimed on the "WIC Monthly Expenditure Report" invoice (see attached copy in attachment A). These invoices may be obtained from the Department and must be submitted as outlined in Section 2A(2)(b).
- D. If the Contractor makes expenditures or incurs obligations in excess of the budget originally established or adjusted via modification, it shall do so at its own risk, and the Department is not obligated to pay the Contractor beyond the budget stated in the Task Order.
- E. The Department shall have the right at any time to request additional documentation concerning Contractor costs, including any records required by this Task Order. The Department may dispute all or a portion of any billing

invoice, and may withhold payment of the disputed portion until the dispute is resolved to the Department's satisfaction.

- F. If the Contractor fails to comply with the record keeping requirements of this Task Order, all payments of reimbursement due may be withheld until compliance with those requirements is verified in a manner acceptable to the Department or until a final settlement is reached following termination of the Task Order.
- G. Subject to the Department's approval of the work performed under this Task Order and to the appropriations and disputed billing provisions set forth above, within 30 days after receipt of the Contractor's invoices, the Department will reimburse the Contractor for the allowable costs incurred during the billing period.

SECTION 5: SOURCE OF FUNDS AND FUNDING CONDITIONS

- A. The source of funding for this Task Order is a federal grant from the US Department of Agriculture. The Department, at its discretion, may terminate at any time the whole or any part of this Task Order or modify the terms of the Task Order if funding for the Task Order is reduced or terminated for any reason. Modification of the Task Order includes, but is not limited to, reduction of the rates or amounts of consideration or alteration of the manner of the performance in order to reduce expenditures under the Task Order.
- B. The contractor shall maintain complete, accurate, documented and current accounting of all program funds received and expended. Adequate travel funds must be allocated by the contractor to ensure that conferences and trainings, sponsored by the state WIC program, are attended as required.
- C. Reimburse the Department for any WIC Program funds misused or otherwise diverted due to negligence, fraud, theft, embezzlement, forgery, bribery or other loss caused by the Contractor, its employees or agents.

In addition, the commission of fraud against or abuse of the WIC Program by the Contractor is subject to prosecution under applicable federal, state, or local laws. A Contractor that has willfully misapplied, stolen, or fraudulently obtained WIC Program funds is subject to a fine of not more than \$25,000, imprisonment of not more than five years, or both, if the value of the funds is \$100 or more. If the value is less than \$100, the penalties are a fine of not more than \$1,000, imprisonment of not more than one year, or both [7 CFR 246.23(d)].

- D. Ensure that one-sixth (1/6th) of the reimbursements claimed by the Contractor is for time spent by personnel in nutrition education of WIC participants in compliance with 7 CFR Section 246.11 and the WIC State Plan, as outlined in Section 2(A).
- E. A final billing invoice for allowable expenses incurred during the term of this Task Order is due within 60 days after the expiration of the term of this Task Order.

SECTION 6: ALLOWABLE COSTS

Indirect costs up to a maximum of 25%, or no more than a 2% increase from the previous year up to the maximum. Indirect costs are those that have been incurred for common or joint objectives. A cost allocation or indirect cost plan must be developed in accordance with OMB Circular A-122 and pre-approved by the Department.

SECTION 7: TERMINATION

In addition to the provisions of Section 4 of the Master Contract, the Department may terminate this agreement for failure of the Contractor to correct any serious deficiency in the program required by this agreement.

SECTION 8: ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall have no right to and shall not assign, transfer, delegate or subcontract this task order or any right or duty arising under this task order, with the exception of any subcontract with an individual whose expertise is needed to perform this agreement, e.g. a nutritionist, or physician, or a subcontract with a satellite county. The Department in its discretion may grant written approval or an assignment, transfer, delegation or subcontract, provided, however, that this paragraph shall not be construed to grant the Contractor any right to such approval.

SECTION 9: CONFIDENTIALITY

FEDERAL WIC REQUIREMENTS

A. The use or disclosure of information obtained from WIC program applicants and participants is restricted to:

(1) persons directly connected with the administration or enforcement of the WIC program, including persons investigating or prosecuting violations in the WIC Program under federal, state, or local authority;

(2) representatives of public organizations designated by the Department as administering health or welfare programs that serve persons categorically eligible for the WIC Program; and

(3) the Comptroller General of the United States for audit and examination authorized by law.

B. The Contractor may employ WIC Program information only for the purpose of establishing the eligibility of WIC applicants and participants for health or welfare programs which it administers and conducting outreach to WIC applicants and participants for such programs, and may not disclose the information to a third party other than those cited in (A) above.

SECTION 10: LIAISONS AND SERVICE OF NOTICES

A. Joan Bowsher, Manager, Nutrition Section/WIC, will be liaison for the Department.

B. XXXXX will be liaison for the Contractor.

These persons serve as the primary contacts between the parties regarding the performance of the task order.

C. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this task order.

SECTION 11: SCOPE OF TASK ORDER

This task order consists of 11 numbered pages.

IN WITNESS THEREOF, the parties through their authorized agents have executed this task order on the dates set out below:

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: _____ Date _____
Jane Smilie, Administrator
Public Health & Safety Division

XXXX COUNTY HEALTH SERVICES

By: _____ Date: _____
Signature
Title

Federal ID Number 00-0000000